

STANDARDS OF APPRENTICESHIP adopted by

HANFORD FIRE DEPARTMENT APPRENTICESHIP COMMITTEE

(sponsor)

Skilled Occupational Objective(s):

DOT and/or SOC

Term

FIREFIGHTER 373.364-010 6000 HOURS





APPROVED BY Washington State Apprenticeship and Training Council REGISTERED WITH

Apprenticeship Section of Specialty Compliance Services Division

Washington State Department Labor and Industries Post Office Box 44530 Olympia, Washington 98504-4530

APPROVAL:

APRIL 20, 1978
Initial Approval

APRIL 21, 2006
Committee Amended

JANUARY 17, 2003
Standards Amended (review)

By: MELINDA NICHOLS
Chair of Council

APRIL 21, 2006
Standards Amended (administrative)

By: PATRICK WOOD
Secretary of Council

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The Washington State Apprenticeship and Training Council (WSATC) has the authority to develop, administer, and enforce apprenticeship program standards (Standards) for the operation and success of an apprenticeship and training program in the State of Washington. Apprenticeship programs and committees function, administer, or relinquish authority only with the consent of the WSATC and only apprentices registered with the supervisor or recognized under the terms and conditions of a reciprocal agreement will be recognized by the WSATC. Parties signatory to these Standards declare their purpose and policy is to establish and sponsor an organized system of registered apprenticeship training and education.

These Standards are in conformity and are to be used in conjunction with the Apprenticeship Rules, Chapter 296-05 WAC (Washington Administrative Code); Apprenticeship Act, Chapter 49.04 RCW (Revised Code of Washington); The National Apprenticeship Act, 29 U.S.C. (United States Code) 50; Apprenticeship Programs, Title 29 Part 29 CFR (Code of Federal Regulations); and Equal Employment Opportunity in Apprenticeship and Training, Title 29 Part 30 CFR which govern employment and training in apprenticeable occupations. They are part of this apprenticeship agreement and bind all signers to compliance with all provisions of registered apprenticeship. Additional information may need to be maintained by the program that is supplemental to these apprenticeship standards. This information is for purposes of ensuring compliance with decisions of the WSATC and the apprenticeship laws identified above.

If approved by the council, such amendment/s and such changes as adopted by the council shall be binding to all parties. Sponsors shall notify apprentices of changes as they are adopted by the council. If and when any part of these Standards becomes illegal, as pertains to federal and/or state law, that part and that part alone will become inoperative and null and void, and the Department of Labor and Industries (L&I) may adopt language that will conform to applicable law. The remainder of the Standards will remain in full force and effect.

See WAC 296-05-003 for the definitions necessary for use with these Standards.

The following Standards for the development of the Hanford fire protection firefighter apprentices with supplements pertaining to the necessary work experience of the trade and a progressive wage scale will, when approved by and registered with the Washington State Apprenticeship and Training Council, govern the training of apprentices in this industry.

Definitions as used throughout these Standards of Apprenticeship

- (1) Fluor Hanford (FH), hereinafter called FH in these Standards.
- (2) "Employer" shall mean Fluor Hanford.
- (3) "Plant" shall mean Fluor Hanford.
- (4) The "Union" shall mean the Hanford Atomic Metal Trades Council.
- (5) "Apprenticeable Crafts" shall mean firefighters.
- (6) "Employing Manager" shall mean a group manager, of the apprenticeable craft.
- (7) "Apprenticeship Coordinator" shall mean the person employed by FH to administer the apprenticeship program in accordance with these Standards.

I. <u>GEOGRAPHIC AREA COVERED</u>:

The sponsor has no authority to conduct training outside of the geographical area covered by these Standards. The sponsor may enter into an agreement (portability agreements – see WAC 296-05-303(3)) with other apprenticeship committees for the use of apprentices by training agents that are working outside their approved geographic area. Also, if a reciprocity agreement (see WAC 296-05-327) is in place, the out-of-state sponsor may use their registered apprentices. The sponsor will ensure compliance with the provisions of any agreement recognized by the WSATC.

The plant to which these Standards shall apply shall be the FH operations at Richland, Washington.

II. MINIMUM QUALIFICATIONS:

Minimum qualifications must be clearly stated and applied in a nondiscriminatory manner (see WAC 296-05-316).

Age: Applicants must be at least 18 years of age.

Education: Applicants must have received a high school diploma, a vocational

school diploma equivalent to a high school diploma, or other

equivalent of a high school education.

Physical: Applicants will be in good physical condition and must be able to

perform the work of the trade. This will be determined by completing the International Association of Firefighters/International Association of Fire Chiefs Physical Ability Exam in 10 minutes 20 seconds or less.

Testing: Applicants must achieve a score of 80 percent or higher on the

Firefighter Selections Inc. entry-level written test.

Other: Valid Washington State Driver's License. Willing to perform all

phases of firefighting and firefighter's work to include the servicing of fire equipment. Participate actively in Fire Protection's three-year firefighter apprenticeship program as set forth in the by-laws, to

include off-plant related classroom activities.

III. CONDUCT OF PROGRAM UNDER WASHINGTON EQUAL EMPLOYMENT OPPORTUNITY PLAN:

Sponsors with five (5) or more apprentices must adopt an Equal Employment Opportunity (EEO) Plan and Selection Procedures (see Part D of Chapter 296-05 WAC and 29 CFR Part 30).

The recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of race, sex, color, religion, national origin, age, disability or as otherwise specified by law. The sponsor shall take positive action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required by the rules of the Washington State Apprenticeship and Training Council and Title 29, Part 30 of the Code of Federal Regulations. (WAC 296-05-316(3))

A. Selection Procedures:

- 1. Application for admission to the program shall be made to the FH Employment Office. The date of application of responding candidates and the selection process will be recorded and such records will be retained in the FH Employment Office for a period of five (5) years.
- 2. The review of the applications is performed on behalf of the employing manager by a representative group from the JATC, composed equally of labor and management. This review is completed under the direction of the employment office of the Fluor Hanford Company to ensure the applicants meet minimum requirements for an entry-level firefighter
- 3. A representative group from the JATC and Fluor Hanford Equal Employment Opportunity will observe the entire testing process. Applicants will be given an oral interview using the Firefighter Selection, Inc. Structured Interview Package. The Applicants will then be ranked by combining their written test score and their oral board score.

All Applicants will be granted points for previous trade experience and college education on an equal basis. The following criteria will be used.

Secondary School Education (maximum 5 points)

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1 year = 1 point
2 years = 2 points
3 years = 3 points
4 years = 4 points
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Experience (maximum 10 points)

Paid/full time firefighter 1 year = 1 year Volunteer firefighter 6 years = 1 year

No credit for related experience (police, ambulance, etc.). Military experience as a full-time firefighter will be counted; military firefighting as an ancillary duty will not count.

- 4. Fluor Hanford will initiate pre-employment actions in conjunction with the employing manager. If selected, the apprentice must meet the physical and medical requirements established by Fluor Hanford, including those set forth in the current edition of National Fire Protection Association Standard 1001. These examinations will be conducted by the Hanford Environmental Health Foundation. If selected, the Apprentice must be able to pass the background check for the required security clearance.
- 5. The employing manager will select from the list by making a job offer to the highest ranked person on that list. However, close attention is given to meeting our affirmative action goals of minorities and females, thus a person in one of these categories might receive the job offer regardless of their ranking on the list. They would, however, have already met the minimum requirements for entry-level firefighter and gained a passing grade in the testing process.

B. Equal Employment Opportunity Plan:

- 1. Participate in annual workshops or career days, if available designed to familiarize all concerned with the apprenticeship system and current opportunities.
- 2. Cooperate with schools, community colleges and vocational schools to prepare students for entrance into apprenticeship.
- 3. Engage in any other such action to ensure that recruitment, selection, employment and training of apprentices during apprenticeship shall be without discrimination because of race, color, religion, national origin or sex.
- 4. Grant credit for previous trade experience or trade-related courses for all applications equally.

Discrimination Complaints.

Any apprentice or applicant for apprenticeship who believes they have been discriminated against may file a complaint (WAC 296-05, Part D).

IV. TERM of APPRENTICESHIP:

The minimum term of apprenticeship must not be less than 2000 hours or 12 months of work experience in each occupation identified in these Standards as apprenticeable. The term of apprenticeship must be stated in hours or months of employment.

The length of the apprenticeship term shall not be less than three (3) years of reasonably continuous employment covering approximately 6000 hours. Hours of work credited toward completion of apprenticeship shall be exclusive of vacation, holidays, time off from work, and time spent in supplemental classroom instruction and home study.

V. INITIAL PROBATIONARY PERIOD:

All apprentices are subject to an initial probationary period, stated in hours or months of employment for which they receive full credit toward completion of apprenticeship. Advance credit/standing will not reduce the initial probationary period. The initial probationary period:

- Is the period following the apprentice's acceptance into the program and during which the apprentice's appeal rights are impaired. The initial probation must not exceed twenty percent (20%) of the term of apprenticeship unless an exemption by the WSATC has been granted for longer probationary periods as specified by Civil Service or law.
- Is the period that the WSATC or the supervisor of apprenticeship may terminate an apprenticeship agreement at the written request by any affected party. The sponsor or the apprentice of the apprenticeship agreement may terminate the agreement without a hearing or stated cause. An appeal process is available to apprentices who have completed the initial probationary period.

All apprentices employed in accordance with these standards shall be subject to a probationary period not exceeding the first 1040 hours of employment.

VI. RATIO OF APPRENTICES TO JOURNEY LEVEL WORKERS:

Supervision is the necessary education, assistance, and control provided by a journey-level employee that is on the same job site at least seventy-five percent of each working day, unless otherwise approved by the WSATC. The sponsor will assure that apprentices are under the supervision of competent and qualified journey-level workers on the job who are responsible for the work being performed, to ensure safety and training in all phases of the work. Apprentices will work the same hours as journey-level workers, EXCEPT where such hours may interfere with related/supplemental instruction. (see WAC 296-05-316(5))

Each Hanford Fire Department work site will maintain a ratio of at least one (1) journey-level worker to one (1) apprentice.

VII. APPRENTICE WAGES and WAGE PROGRESSION:

The apprentice will be paid a progressively increasing schedule of wages based on specified percentages of journey-level wage consistent with skills acquired. These may be indicated in hours or monthly periods set by the sponsor. The entry wage will not be less than the minimum wage prescribed by the Fair Labor Standards Act, where applicable, unless a higher wage is required by other applicable federal law, state law, respective regulations, or by collective bargaining agreement.

The sponsor may accelerate, by an evaluation process, the advancement of apprentices who demonstrate abilities and mastery of the occupation to the level for which they are qualified. When the apprentice is granted advanced standing the sponsor must notify the employer/training agent of the appropriate wage per the wage progression schedule specified in these Standards.

All classifications of Firefighter apprentices progress to the journey-level worker job rate in 36 months.

Step	Number of hours/months	Percentage of journey-level rate
1	0000 - 2000 hours/0 - 12 months	70%
2	2001 - 4000 hours/13 - 24 months	80%
3	4001 - 6000 hours/ 25 months - completion	90%

VIII. WORK PROCESSES:

The apprentice shall receive on the job instruction and experience as is necessary to become a qualified journey-level worker versed in the theory and practice of the occupation covered by these Standards. The following is a condensed schedule of work experience, which every apprentice shall follow as closely as conditions will permit.

Employers/training agents shall only use registered apprentices to perform the work processes as stated in this section. (WAC 296-05-003 - Definitions)

Fire Fighter:

	Subject	1st Year	2nd Year	3rd Year
	,	Hours	Hours	Hours
Α.	Department Organization	60	0	0
В.	Department Rules & Regulations	60	30	30
C.	Forcible Entry	50	40	40
D.	Breathing Apparatus	130	100	80
Ε.	First Aid	40	80	80
F.	Ropes & Knots	40	30	30
G.	Salvage & Overhaul	60	40	40
H.	Fire Hose, Nozzles & Appliances	200	120	100
I.	Fire Streams	110	100	80
J.	Truck & Ladder Operations	90	100	80
K.	Ventilation	100	40	40
L.	Inspection		80	80
M.	Rescue	40	50	50
N.	Sprinkler/Detection Systems:			
	Smoke/Heat/HAD	120	160	160
	Wet/Dry/Deluge/Pre-Action/			
	Halon/DC	180	360	360
Ο.	Fire Alarm & Communication	120	100	80
	Systems			
Р.	Safety	80	80	100
Q.	Fire Behavior	120	100	100
R.	Radiation Procedures	120	90	100
S.	Building Construction	50	50	50
T.	Hydraulics & Supply Systems	90	50	110
U.	Fire Fighting Tactics	60	60	50
V.	Driving & Pumping Operations	40	60	60
W.	Hazardous Materials	40	80	100
	Total per year	2000	2000	2000

MINIMUM TOTAL HOURS: 6000

IX. RELATED/SUPPLEMENTAL INSTRUCTION:

The apprentice must attend related/supplemental instruction. Time spent in related/supplemental instruction will not be considered as hours of work, and the apprentice is not to be paid for time so spent, unless otherwise stated in these Standards.

The sponsor/training agent must provide for instruction of the apprentice during the related/supplemental instruction in safe and healthful work practices in compliance with the Washington Industrial Safety and Health Act, and applicable federal and state regulations.

In case of failure on the part of any apprentice to fulfill this obligation, the sponsor has authority to take disciplinary action (see Administrative/Disciplinary Procedures section).

Clock hours of actual attendance by the apprentice in related/supplemental instruction classes at the community/technical college or other approved training locations shall be reported to L&I on a quarterly basis for verifying attendance and industrial insurance purposes.

For industrial insurance purposes, the WSATC will be considered as the employer should any apprentice, <u>not being paid to attend</u>, sustain an injury while participating in related/supplemental classroom activity, or other directly related activity outside the classroom. The activities must be at the direction of the instructor.

The methods of related/supplemental training must consist of one or more of the following:

- () Supervised field trips
- (X) Approved training seminars
- (X) A combination of home study and approved correspondence courses
- (X) State Community/Technical college
- () Private Technical/Vocational college
- () Training trust
- (X) Other (specify):
 - 1. Training with other fire departments
 - 2. Approved internal and external training

144 Minimum RSI hours per year, (see WAC 296-05-305(5))

Additional Information:

NONE

X. <u>ADMINISTRATIVE/DISCIPLINARY PROCEDURES:</u>

Sponsors may include in this section requirements and expectations of the apprentices and training agents and an explanation of disciplinary actions that may be imposed for noncompliance. The sponsor has the following disciplinary procedures that they may impose: Disciplinary Probation, Suspension, or Cancellation.

<u>Disciplinary Probation</u>: A time assessed when the apprentice's progress is not satisfactory. During this time the program sponsor may withhold periodic wage advancements, suspend or cancel the apprenticeship agreement, or take further disciplinary action. A disciplinary probation may only be assessed after the initial probation is completed. During the disciplinary probation, the apprentice has the right to file an appeal of the committee's action with the WSATC (as described in WAC 296-05-009).

<u>Suspension</u>: A suspension is a temporary interruption in progress of an individuals apprenticeship program that may result in the cancellation of the Apprenticeship Agreement. Could include temporarily not being allowed to work, go to school or take part in any activity related to the Apprenticeship Program until such time as the Apprenticeship Committee takes further action.

<u>Cancellation</u>: Refers to the termination of an apprenticeship agreement at the request of the apprentice, supervisor, or sponsor. (as described in WAC 296-05-009).

A. General Procedures

The supervisor of apprentices shall make certain that apprentices are given a variety of required work and training assignments to meet the requirements of the apprenticeship and training program and shall maintain records of progress of apprentices on both technical and practicable aspects of the employment and training.

The fire officers shall have the overall responsibility to see that apprentices carry out the required work and training assignments. The apprentice is responsible for work performed where adequate training has been provided.

In order to obtain maximum effectiveness in apprenticeship and training programs, a local Apprenticeship Committee shall be established with equal representation from the local operation and local Union. The Apprenticeship Committee shall be certified by the National Committee.

1. Functions:

The Apprenticeship Committee shall, in general, be responsible for the successful operation of the firefighter apprenticeship program. In addition to the other functions set forth in these Standards, the Apprenticeship Committee will be required to:

- a. Review and act on reports and recommendations made to it.
- b. Check the progress of each apprentice-both on the job and in the related classroom instruction.
- c. Take appropriate disciplinary action with an apprentice who fails to make satisfactory progress in either on-the-job instruction or in the related/supplemental instruction. (See Section 10D, 10E, and 10F)
- d. Assure that each apprentice is properly and promptly registered with the Washington State Apprenticeship and Training Council.
 - (1) Such registration shall be accomplished by completing an Apprenticeship Agreement provided by the Washington State Apprenticeship and Training Council and forwarding same to the Apprenticeship and Training Council.
 - (2) Copies of registered and approved Apprenticeship Agreements shall be distributed to the apprentice, Fluor Hanford, the Union, the Washington State Supervisor of Apprenticeship and the Apprenticeship Committee.
- e. Whenever in the Hanford Fire Department's judgment and the state of business demands it, the Hanford Fire Department may lay off apprentices for lack of work.
- f. In no event will an apprentice be provided with less than twenty (20) hours of Related/Supplemental instruction each month.

2. Rules:

At all meetings of the Apprenticeship Committee, each member or a designated alternate vested with the authority to act shall be in attendance. Attendance at meetings by all such members of the Committee shall be necessary to constitute a quorum for all purposes. All decisions and the resolution of all questions, disputes or complaints shall require agreement by a majority vote of such quorum.

3. <u>Credit for Previous Experience:</u>

Apprentices with prior training and experience in the Fire Service may ask for and have such experience evaluated by the Joint Apprenticeship Training Committee. Apprentices may present their prior training and experience at anytime following enrollment in the Apprenticeship program. The Committee will review and evaluate the information presented by the apprentice and determine the degree of advancement in the apprenticeship program. Advancement may include to journey-level worker, if justified.

4. Prepayment for Classes:

- a. Fluor Hanford shall pay the costs of Related/Supplemental Training in either of the following ways:
 - (1) Prepayment to institutions.
 - (2) Apprentices not attaining a satisfactory grade of 2.0 (C) in related/supplemental instruction will be required to repeat the course of an approved substitute class and achieve a satisfactory grade. The apprentice will be required to pay the tuition for the repeat or substitute class, with no reimbursement under any Company program or agreement. The apprentice will be responsible for any expenses incurred to meet this requirement.
- b. Prepayment of an apprentice's tuition directly to any institution of learning shall only be done when an apprentice submits a Waiver which authorizes the school being attended to release a transcript of his or her grades and attendance to the Hanford Fire Department Joint Apprenticeship and Training Committee (JATC) for their evaluation and any purpose related to the apprentice's Apprenticeship Agreement. A sample of the waiver is located at the end of this subsection.
- c. In addition to submission of the waiver, an official Request for Transcript shall be properly completed in accordance with and submitted to the Registrar's Office at the school being attended. Transcripts are to be mailed to the Apprenticeship Training Committee, Hanford Fire Department, Dyn-Corp Tri-Cities Inc. P.O. Box 1400/S3-97, Richland, WA 99352. The request shall be made for sending the grades at the Quarter's or Term's end.
- d. Apprentices not attaining a satisfactory grade of "C" in Related/Supplemental Instruction may be suspended from participation in the Hanford Firefighter Apprenticeship until such time as the course receiving less than a grade of "C" has been retaken and a grade of "C" attained. The second taking of the course shall not be reimbursable under any Company program or agreement. The second taking of a subject will be at the expense of the apprentice who did not make the satisfactory grade the first time.

This amendment shall not affect Apprenticeship Agreements now in force without consent of all parties signatory to the agreement. The following agreement must be signed:

I,	agree to the terms of the amendment of				
Related/Supplemental Ins	truction, dated and will request a copy of my				
ranscripts from be supplied as (Name of school being attended)					
stated in the previous para	agraph. I understand that if I do not sign the				
waiver nor the request for	transcripts that prepayment of tuition will be				
denied me and I will be re	imbursed under the tuition assistance program of				
the Company.					
(Signature of Apprentice)	(Date)				
(Signature-of Sponsor)	(Date)				

5. Termination:

- a. This entire Apprenticeship Program and all collateral agreements will expire as described in Article XXIII of the current collective bargaining unit labor agreement between FH and HAMTC unless Fluor Hanford and the Hanford Atomic Metal Trades Council mutually agree to an extension of the program.
- b. Individual apprenticeship agreements shall automatically terminate when the apprentice's employment terminates with Fluor Hanford.

6. Disciplinary Action:

- a. For matters violating Company Standards of Conduct, disciplinary action will be taken by the apprentice's manager(s) in accordance with company policy and in coordination with appropriate Industrial Relations and Human Resources personnel.
- b. For issues regarding progress as an apprentice or in either on-the-job or related/supplemental instruction.
 - (1) Those apprentices failing to make satisfactory progress in on-thejob instruction will receive the following actions from the Apprenticeship Committee: documented verbal warning, written warning, extension in or cancellation from the program.
 - (2) If an apprentice fails to attend any part of the required related/supplemental instruction, he/she shall contact the coordinator or the chairman of the JATC by the next business day. The Apprentice will either make up the class or he/she will be given another assignment. Failure to report absence from any related/supplemental instruction will result in the following progressive disciplinary action: A written warning on the first occurrence, a one-year extension in the apprenticeship program on the second occurrence, and cancellation from the program on the third occurrence.
 - (3) Those apprentices who fail to achieve the minimum grade of 2.0 (C) will retake the class or a JATC Committee approved class. Any expenses incurred to complete this requirement will be borne by the apprentice, with no reimbursement by the Company.
 - (4) Failure to maintain a 2.0 (C) for each class will result in a verbal warning on the first occurrence, a one-year extension on the

- second occurrence, and cancellation from the program on the third occurrence.
- (5) Apprentices will be given twenty days written notice of an intention to discipline, suspend, or cancel the Apprenticeship Agreement prior to a hearing for such a suspension, discipline, or cancellation. Such notice shall specify the reason(s) for discipline, suspension, or cancellation.

WAIVER

Date					
I hereby authorize the					
(*Name of School)					
to release a transcript of my grades and a record of my attendance to the Hanfor					
Fire Department JATC for their evaluation and any purpose related to my					
Apprenticeship Agreement.					
I absolve	from any liability for				
(*Name of School)					
such release.					
(Signature of Apprentice)					
*Examples:					
Columbia Basin College					
Vakima Valley Community College					

B. Local Apprenticeship Committee Policies

NONE

C. Complaint and Appeal Procedures:

All approved programs must establish procedures explaining the program's complaint review process. Complaints that involve matters covered by a collective bargaining agreement are not subject to the complaint review procedures in this section.

Complaint (after initial probation completed) – WAC 296-05-009 and 296-05-316(21)

Prior to: 20 days of intention of disciplinary action by a committee/organization

- Committee/organization must notify the apprentice <u>in writing</u> of action to be taken
- Must specify the reason(s) for discipline, suspension, or cancellation
- Decision will become effective immediately
- Written reason(s) for such action will be sent to the apprentice

Within: 30 days request for reconsideration from the committee

• Apprentice to request local committee to reconsider their action

Within: 30 days of apprentice's request for reconsideration

 Local committee/organization must provide written notification of their final decision

If apprentice chooses to pursue the complaint further:

Within: 30 days of final action

- Apprentice must submit the complaint <u>in writing</u> to the supervisor (L&I)
- Must describe the controversy and provide any backup information
- Apprentice must also provide this information to the local committee/organization

Within: 30 days for supervisor to complete investigation

• If no settlement is agreed upon during investigation, then supervisor must issue a <u>written</u> decision resolving the controversy when the investigation is concluded

If the apprentice or local committee/organization disputes supervisor decision:

Within: 30 days of supervisor's decision, request for WSATC hearing

- Request must be in writing
- Must specify reasons supporting the request
- Request and supporting documents must be given to all parties
- WSATC must conduct the hearing in conjunction with the regular quarterly meeting

Within: 30 days after hearing

• WSATC to issue written decision

XI. COMMITTEE – RESPONSIBILITIES AND COMPOSITION

NOTE: The following is an overview of the requirements associated with administering an apprenticeship committee and/or program. These provisions are to be used with the corresponding RCW and/or WAC.

The sponsor is the policymaking and administrative body responsible for the operation and success of this apprenticeship program. A committee is responsible for the day-to-day operations of the apprenticeship program and they must be knowledgeable in the process of apprenticeship and/or the application of Chapter 49.04 RCW and Chapter 296-05 WAC. Sponsors must develop procedures for:

A. Committee Operations (WAC 296-05-316): (Not applicable for Plant Programs) Convene meetings at least three times per year of the program sponsor and apprenticeship committee attended by a quorum of committee members as defined in the approved Standards. If the committee does not indicate its definition of quorum, the interpretation will be "50% plus 1" of the approved committee members. Conference call meetings may be conducted in lieu of regular meetings but must not exceed the number of attended meetings and no disciplinary action can be taken during conference call meetings.

B. Program Operations (Chapter 296-05 WAC - Part C & D):

1. The sponsor will record and maintain records pertaining to the local administration of the apprenticeship program and make them available to the WSATC or its representative on request.

Records required by WAC 296-05-400 through 455 (see Part D of Chapter 296-05 WAC) will be maintained for five (5) years; all other records will be maintained for three (3) years.

2. The sponsor will submit to L&I through the assigned state apprenticeship coordinator the following list:

Forms are available on line at http://www.LNI.wa.gov/scs/apprenticeship or from your assigned apprenticeship coordinator.

- Apprenticeship Agreement Card within first 30 days of employment
- Authorization of Signature as necessary
- Authorized Training Agent Agreements (committee approving or canceling) within 30 days
- Apprenticeship Committee Meeting Minutes within 30 days of meeting (not required for Plant program)
- Change of Status within 30 days of action by committee, with copy of minutes
- Journey Level Wage at least annually, or whenever changed
- Revision of Standards and/or Committee Composition as necessary
- RSI (Quarterly) Reports:

1st quarter: January through March, by April 10 2nd quarter: April through June, by July 10

3rd quarter: July through September, by October 10 4th quarter: October through December, by January 10

- 3. Adopt, as necessary, local program rules or policies to administer the apprenticeship program in compliance with these Standards that must be submitted for L&I approval and updating these Standards. The L&I apprenticeship program manager may administratively approve requests for revisions in the following areas of the Standards:
 - Program name
 - Section III: Conduct of Program Under Washington Equal Employment Opportunity Plan
 - Section VII: Apprentice Wages and Wage Progression
 - Section IX: Related/Supplemental Instruction
 - Section XI: Committee Responsibilities and Composition (including opening statements)
 - Section XII: Subcommittees
 - Section XIII: Training Director/Coordinator

C. Management of Apprentices:

1. Each apprentice (and, if under 18 years of age, the parent or guardian) will sign an apprenticeship agreement with the sponsor, who will then register the agreement, with L&I before the apprentice attends the related/supplemental instruction classes, or within the first 30 days of employment as an apprentice. For the purposes of industrial insurance coverage and prevailing wage exemption under RCW 39.12.021, the effective date of registration will be the date the agreement is received by L&I.

L&I must be notified within 30 days of program approval, of all requests for disposition or modification of agreements, with a copy of the committee minutes approving the changes, which may be:

- Certificate of completion
- Additional credit
- Suspension (i.e. military service or other)
- Reinstatement
- Cancellation and/or
- Corrections
- 2. Rotate apprentices in the various processes of the skilled occupation to ensure the apprentice is trained to be a competent journey-level worker.
- 3. Periodically review and evaluate apprentices before advancement to the apprentice's next wage progression period. The evidence of such advancement will be the record of the apprentice's progress on the job and during related/supplemental instruction.
- 4. The sponsor has the obligation and responsibility to provide, insofar as possible, continuous employment for all apprentices in the program. The sponsor may arrange to transfer an apprentice from one training agent to another, or to another sponsor when the sponsor is unable to provide reasonably continuous employment, or they are unable to provide apprentices the diversity of experience necessary for training and experience in the various work processes as stated in these Standards. The new sponsor or training agent will assume all the terms and conditions of these Standards. If, for any reason, a layoff of an apprentice occurs, the apprenticeship agreement will remain in effect unless canceled by the sponsor.
- 5. An apprentice who is unable to perform the on-the-job portion of apprenticeship training may, if the apprentice so requests and the sponsor approves, participate in related/supplemental instruction, subject to the apprentice obtaining and providing to the sponsor written requested document/s for such participation. However, time spent will not be applied toward the on-the-job portion of apprenticeship training.
- 6. Hear and adjust all complaints of violations of apprenticeship agreements.
- 7. Upon successful completion of apprenticeship, as provided in these Standards, and passing the examination that the sponsor may require, the sponsor will recommend that the WSATC award a Certificate of Completion of Apprenticeship. The program will make an official presentation to the apprentice that has successfully completed his/her term of apprenticeship.

D. Training Agent Management:

1. Offer training opportunities on an equal basis to all employers and apprentices. Grant equal treatment and opportunity for all apprentices through reasonable working and training conditions and apply those conditions to all apprentices uniformly. Provide training at a cost equivalent to that incurred by currently

participating employers and apprentices. Not require an employer to sign a collective bargaining agreement as a condition of participation.

- 2. Determine the adequacy of an employer to furnish proper on-the-job training in accordance with the provisions of these Standards. Require all employers requesting approved training agent status to complete an approved training agent agreement and comply with all federal and state apprenticeship laws and the appropriate apprenticeship Standards.
- 3. Submit approved training agent agreements to the department with a copy of the agreement and/or the list of approved training agents within thirty days of committee approval. Submit rescinded approved training agent agreements and/or the list of approved training agents to the department within thirty days of said action.

E. Composition of Committee: (see WAC 296-05-313)

Apprenticeship committees must be composed of an equal number of management and non-management representatives composed of at least four members but no more than twelve. If the committee does not indicate its definition of a quorum, the interpretation will be "50% plus 1" of the approved committee members.

Apprenticeship committees shall elect a chairperson and a secretary who shall be from opposite interest groups, i.e., chairperson-employers; secretary-employees, or vice versa; EXCEPT, this does not apply where the Registration Agency represents the apprentice(s).

For plant programs the WSATC or the department designee will act as the employee representative.

Quorum: A quorum will consist of two (2) members representing Management and two (2) representing the Firefighters.

Program type administered by the committee: **INDIVIDUAL JOINT**

The Apprenticeship Committee shall be composed of six (6) members, three (3) members representing Management and three (3) members representing the Firefighters.

The employer representatives shall be:

Robert M. Messer, Sr., Secretary Lonnie Click

PO Box 1000 S3-97 Richland, WA 99354 PO Box 1000 S3-97 Richland, WA 99354

Don Zimmerman William M. (Mac) Knight, Alternate

PO Box 1000 S3-97 Richland, WA 99354 PO Box 1000 S3-97 Richland, WA 99354

Rex Jordan, Alternate
PO Box 1000 S3-97
Richland, WA 99354

Bill Hayes, Alternate
PO Box 1000 S3-97
Richland, WA 99354

The employee representatives shall be:

Scott Jones, Chairman Gene Tolley

PO Box 1000 S3-97 Richland, WA 99354 PO Box 1000 S3-97 Richland, WA 99354

Tom Perkins Don Robert, Alternate PO Box 1000 S3-97 PO Box 1000 S3-97 Richland, WA 99354 Richland, WA 99354

Gerry Hickson, Alternate
PO Box 1000 S3-97
Richland, WA 99354

Jena Gerken, Alternate
PO Box 1000 S3-97
Richland, WA 99354

XII. SUBCOMMITTEE:

Subcommittee(s) approved by L&I, represented equally from management and non-management, may also be established under these Standards, and are subject to the main committee. All actions of the subcommittee(s) must be approved by the main committee.

NONE

XIII. TRAINING DIRECTOR/COORDINATOR:

The sponsor may employ a person(s) as a full or part-time training coordinator(s)/training director(s). This person(s) will assume responsibilities and authority for the operation of the program as are delegated by the sponsor.

James Bryan, Coordinator PO Box 1000 S3-97 Richland, WA 99354